

# Exhibit 13

Janos Technology Inc.      Contact      Devin Standard  
 55 Black Brook Road      Position      Senior Account Manager  
 Keene, NH 03431-5044      Telephone      603.313-2502  
 603.757.0070      Facsimile      603.757.0069  
 www.janostech.com      Email      devin.standard@janostech.com



**Customer :** Hitek International

**Date:** 5/23/12

**Janos Quote #:** 20126126 V2

**Contact:**

Naum Morgovsky  
 [naummorgovsky@yahoo.com]  
 751 Laurel Street #518  
 San Carlos, CA 94070

Please include reference number on the purchase order  
 and all correspondence.

TERMS		DELIVERY	SHIPPING	QUOTATION EXPIRES	
See attached document		See below	Common Carrier, FOB Keene	30 Days	
Item Number	QTY	DESCRIPTION		Unit Price	Total Price
416105-001	1	50 mm EFL athermalized, fixed-focus, AR coated lens assembly, Tau interface		\$1245	\$1245
416105-001 Lenses Only	5	50mm EFL lens elements(no assembly) for 416105-001, AR coating		\$949	\$5475
415854-001 Lenses only	1	30mm EFL lens elements(no assembly), front element w DLC		\$599	\$599
41585-001 Lenses only	1	50mm EFL lens elements (no assembly) for 41585-001, TWS-MC, Front element w DLC		\$999	\$999
41629-001	1	30mm EFL, athermalized, fixed-focus lens assembly, Tau interface 640x480 + NRE		\$1199	\$1199
41585-001	1	50mm EFL TWS-MC lens assembly, Tau interface		\$1445	\$1445
41584-001	1	30mm EFL TWS-LC lens assembly, Tau interface		\$1200	\$1200
		<b>Grand Total</b>			

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**Specifications****Part Number:** 41605-001

Type: Thermal Lens Assembly, athermalized, Ge  
 Focal Length: 50mm  
 F#: 1.2  
 Wavelength: 8-12  $\mu$ m  
 FOV: 12.5 deg

**Lens Components**

Lens A:  
 Diam: 49.0mm  
 CT: 5.0mm  
 Curve Shape: Asphere  
 Lens B:  
 Diam: 29.0mm  
 CT: 5.0  
 Curve Shape: Asphere

**Part Number:** 41584-001

Type: Thermal Weapon Sight Lens Assembly, athermalized, Ge with DLC(diamond like coating)  
 Focal Length: 30mm  
 F#: 1.0  
 Wavelength: 8-12  $\mu$ m  
 FOV: 20 deg

**Lens Components**

Lens A:  
 Diam: 35.0mm  
 CT: 3.0mm  
 Curve Shape: Asphere  
 Lens B:  
 Diam: 24.0mm  
 CT: 2.0  
 Curve Shape: Asphere

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**Part Number:** 41585-001

Type: Thermal Weapon Sight Lens Assembly, Ge with DLC(diamond like coating)  
 Focal Length: 50mm  
 F#: 1.2  
 Wavelength: 8-12  $\mu$ m  
 FOV: 12.5 deg

**Lens components**

Lens A:  
 Diam: 49.0mm  
 CT: 5.0mm  
 Curve Shape: Asphere  
 Lens B:  
 Diam: 35.0mm  
 CT: 5.0mm  
 Curve Shape: Asphere

**Part Number:** 41629-001

Type: Thermal Lens Assembly, athermalized, Ge  
 Focal Length: 30mm  
 F#: 1.0  
 Wavelength: 8-12  $\mu$ m  
 FOV: 20 deg

**Lens specs TBD****LEAD TIME**

5units 50mm AR Lenses for 416105-001- 4 Week lead time ARO  
 1 unit AR coated 41605-001 lens assembly- 4 week lead time ARO  
 1 unit DLC & AR coated lens set for 50mm EFL TWS-MC 41585-001- Order place this week, 2wk lead time, otherwise 8 weeks  
 1 unit DLC & AR coated lens set for 30mm EFL TWS-LC 41584-001- 4 week lead time ARO  
 1 unit 30mm EFL, athermalized, fixed-focus lens assembly, Tau interface 640x480( + \$1,200 NRE)- 8-10week lead time ARO  
 1 unit 41585-001, 50mm EFL Thermal Weapon Sight lens assembly- 2 Week lead time ARO(same as ATN)  
 1 unit 41584-001, 30mm EFL Thermal Weapon Sight lens assembly- 2 Week lead time ARO(same as ATN)

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This quote is valid for 30 days unless otherwise specified.

**NOTES:**

1. Terms are Net 30, upon credit approval
2. Estimated delivery is a best effort estimate. A more accurate delivery will be given ARO.
3. The above quote does not include any delays or expenses associated with obtaining an export license should one be required.
4. Change in quantities may result in an increase in price.
5. All information is current. Lead times subject to change daily.
6. NRE charge for 41629-001 is \$1,200
7. Lenses sold without assembly may not perform up to Janos quality level as athermalization, positioning, and interface with the detector cannot be guaranteed
8. DLC= Diamond Like Coating
9. Warning: This document contains technical data whose export is controlled under the International Traffic in Arms Regulations (ITAR). Export or transference of this information to a foreign person or foreign entity requires an export license issued by the US State Department
10. Average transmission = or > 90%

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***TERMS AND CONDITIONS***

For purposes of these Terms and Conditions of Sale, the term "contract" shall mean the agreement between Janos Technology Incorporated (hereinafter referred to as "JTI") and Buyer arising as a result of Buyer's submission of an order for JTI products, as hereinafter defined, and JTI's acceptance of said order. Any such contract shall be deemed to incorporate and be governed by these Terms and Conditions. These Terms and Conditions shall take precedence over any terms and conditions that appear in Buyer's order or in any documents incorporated by reference in Buyer's order. No term or condition contained in Buyer's order or other documentation of Buyer additional to or different from these Terms and Conditions shall become part of the contract unless expressly referenced and agreed to in writing by an authorized officer of JTI at its principal office in New Hampshire. Retention by Buyer of any products delivered by JTI, or payment by Buyer of any invoice rendered hereunder shall be conclusively deemed acceptance of these Terms and Conditions. JTI's failure to object to any provision contained in any communication from Buyer shall not be construed as a waiver or modification of these Terms and Conditions nor as an acceptance of any such provision.

**1. ACCEPTANCE**

- A) Acceptance of buyer's purchase order is based on buyer accepting over-runs or under-runs not exceeding ten percent of the quantity ordered, unless otherwise agreed to in writing by the parties hereto.
- B) All sales contracts become effective when the buyer's purchase order is accepted in writing by JTI.

**2. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**

- A) JTI warrants that the goods sold hereunder (i) shall be free from defects in workmanship or material for one (1) year following delivery of the same to buyer and (ii) shall meet the written specifications and documentation provided by JTI for the same; provided that, a) if the goods are custom ordered by buyer, the goods will meet the requirements requested by buyer that are accepted in writing by JTI and b) if material is provided by the customer as CSM, the material is compliant to all customer and JTI specification requirements. JTI accepts no liability for damage to customer supplied material in handling or manufacture.
- B) JTI further warrants that goods delivered hereunder will be manufactured in accordance with all applicable laws, ordinances and regulations.
- C) JTI's liability for breach of warranty shall be limited to, in JTI's sole discretion, (i) repairing or replacing goods that JTI determines do not conform to the foregoing warranty, or (ii) refunding the sales price received by JTI in respect of the non-conforming goods. Notwithstanding the foregoing, all warranty claims must be submitted in writing to JTI within the applicable warranty period and all non-conforming goods must be returned to JTI, at buyer's cost and expense, before JTI replaces the same or refunds the purchase price to the buyer.
- D) Recommendations by JTI, if any, covering the use, utilization properties and/or qualities of goods sold hereunder are believed reliable but JTI makes no warranty whatever with respect thereto. Use or application of goods sold hereunder is at the discretion of the buyer without any liability or obligation on the part of JTI except as expressly warranted by JTI.
- E) These warranties are in lieu of any and all other warranties, express or implied, arising by law or custom, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, as these terms are defined in the uniform commercial code.
- F) Limitation of liability, except as provided in section 7(d), JTI shall not be liable to buyer or any person claiming by or through buyer for any direct, indirect, consequential or other damages of any type or nature arising out of the products provided to buyer by JTI hereunder.

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**3. PRICE**

- A) JTI reserves the right to revise any price quoted without notice to buyer, at any time prior to acceptance of buyer's purchase order by JTI unless other pricing arrangements are indicated in writing and approved by JTI.
- B) JTI's prices do not include sales, use, excise or similar taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the sales of goods hereunder shall be paid by buyer, or in lieu thereof. Buyer shall provide JTI with a tax exemption certificate from the appropriate taxing authority.
- C) The minimum order value accepted by JTI is \$250.00. If any order is received for value less than \$250.00, then the minimum charge of \$250.00 will be applied to the order.
- D) JTI reserves the right to notify the buyer of a price increase where the price of raw materials increases by more than 5% from the market price applicable when the order was accepted and at any time prior to the due date of the contract.
- E) JTI reserves the right to charge interest where any payment becomes overdue compared with the contractually agreed payment date and for the period that the payment is overdue at the rate of the daily equivalent of the Prime Rate plus 5%.
- F) JTI reserves the right to add a reasonable charge for packaging and handling of the goods to the agreed price of the goods supplied under this contract.

**4. DAMAGES**

- A) Any delays in or failure of performance by JTI shall not constitute default or give rise to any claims for damages if and to the extent caused by circumstances beyond JTI's control, such as, but not limited to, acts of god; rules or regulations of governmental authority; strikes or other concerted acts of workmen; fires, floods, explosions, riots, war, rebellion, terrorism or sabotage.
- B) In no event shall JTI be liable for incidental and/or consequential damages incurred by buyer by reason of the breach by JTI of any obligation incurred by JTI hereunder.
- C) If the performance of the work hereunder is based upon the Buyer furnishing Buyer's property, the JTI shall not be liable for any loss or damage while parts are in process, except if the loss or damage is the result of negligence or other willful acts on the part of JTI. JTI shall not be obligated to insure material furnished to JTI by the Buyer. NOTE: Delivery dates are subject to adjustment if customer furnished material does not arrive by the mutually agreed upon date.

**5. SHIPMENTS**

- A) Shipment dates are based upon JTI's best judgment, are subject to factory schedules and production limitations, and hence are not guaranteed.
- B) All goods will be shipped FOB Janos Technology Inc. A handling fee for all orders shipped will apply. The responsibility for any damages or losses arising during transit of goods will be the responsibility of the customer.
- C) Claims for shortages, etc. shall not be accepted by JTI unless they are made by buyer in writing within forty-eight hours after delivery of the goods, and are accompanied by a reference to JTI's shipping slip number.
- D) In addition to any other legal remedy, if buyer fails to fulfill the terms of payment, JTI may defer further shipment of goods or may, at its option, cancel the shipment of any other goods purchased by buyer from JTI. Hereunder or under any other order or written agreement or understanding between buyer and JTI, including, but not limited to, the balance of the applicable order.
- E) JTI reserves the right prior to making any shipments of goods to request from buyer satisfactory security for performance of buyer's obligations hereunder.

**6. CHANGES, CANCELLATIONS**

- A) Specification changes made after buyer places an order are subject to price adjustments and buyer will reimburse JTI for all loss and expenses incurred by JTI arising out of such change.

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B) Cancellations shall be by mutual agreement in writing, provided that buyer will reimburse JTI for all loss and expenses incurred by JTI arising out of such cancellation.

**7. GENERAL; INTELLECTUAL PROPERTY.**

A) When furnished, designed, developed and/or manufactured by JTI, tools and/or dies, together with incidental fixtures and materials necessary for the manufacture of goods ordered, shall remain the property of JTI. All tools, dies, fixtures and/or materials will be maintained for one year after shipment.

B) Unless otherwise agreed to in writing by JTI, JTI shall own all right, title and interest in and to the patent, design and other intellectual property rights in and to all products sold to buyer hereunder, and nothing contained herein shall give buyer any right to utilize any such intellectual property in any manner whatsoever except in connection with buyer's use of the applicable product in accordance with the documentation for the same provided by JTI.

C) Goods are sold to accepted manufacturing variations or tolerances, except when otherwise agreed to by both parties. Goods are sold to accepted manufacturing variations or tolerances, except when otherwise agreed to by both parties.

D) Except for goods that are manufactured to specifications provided by buyer, JTI represents and warrants that buyer's use of the products sold by JTI hereunder in accordance with JTI's specifications and documentation for the same will not infringe upon any United States patent. JTI will defend, indemnify and hold buyer harmless of, from and against any and all claims and expenses, including court costs and attorneys fees, arising out of JTI's breach of this section; provided that, JTI will have no obligation to indemnify buyer for any claims arising out of (i) buyer's use of the products in combination with any process or other products, or (ii) any drawings or specifications provided by buyer. In connection with the products.

E) If buyer provides specifications or drawings for the product to JTI, buyer represents and warrants to JTI that JTI's use of the same in the manufacture of the products for buyer will not infringe upon the patent, design, trade secret or other intellectual property rights of any person, and buyer agrees to defend, indemnify and hold JTI harmless of, from and against any and all claims and expenses, including court costs and attorneys fees, arising out of buyer's breach or alleged breach of this section.

**8. NOTIFICATION OF QUERIES AND COMPLAINTS**

A) Notification of queries and/or complaints must be notified to JTI verbally or in writing within seven (7) days of receipt of goods and/or invoice: whichever is the latter. Failure to notify JTI within this period of time will constitute unconditional acceptance of the goods.

**9. RETENTION OF TITLE**

A) Title to the invoiced goods will only pass to the customer when full payment of the invoice is received by the supplier.

**10. LAW**

A) The sale of the goods between the buyer and JTI shall be governed by the state of New Hampshire.

B) The construction, validity, and performance of this Agreement shall be governed by the laws of New Hampshire.

C) In the event of a default of this agreement, these terms and conditions of sale shall be governed by the laws of the state of New Hampshire.

**11. MEASUREMENT AND TESTING OF GOODS SOLD**

A) JTI specifies the test equipment and/or test method(s) used in measurement of the dimensions and specifications of the requested goods in the quotation stage as filled out in a Quality Test Matrix document, and upon the JTI acknowledged Customer purchase order for said goods, JTI reserves the right to use superior test equipment and/or superior test methods than were identified in the quotation stage.

B) In the event that test methods, deliverable data, etc. are not specified, then these items will default to JTI standard methods.



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